VIRGINIA EMPLOYMENT COMMISSION

MEMORANI	DUM TO:					DATE	11/21/2007
Florida	<u>X</u>	North Carolina	<u>X</u>	Kentucky	<u>X</u>	Pennsylvania_X	
Texas	_X_	South Carolina	<u>X</u>	West Va.	<u>X</u>	Maryland X	
Georgia	<u>X</u>	Puerto Rico	<u>X</u>	Delaware	<u>x</u>	Other Alabama	
FROM:	Virginia Er P. O. Box	vices Manager mployment Comr 1358 I, Virginia 23211	mission				
SUBJECT:	Request fo	or Extension of C	learance O	rder No.	VA710	03910, 9670	
Extension is r	equested f	or the1	_cop(ies) of	f the order w	hich is/	are attached,	
dated	11/1	15/2007 for (No	15 . of Opening			er, General 45209202 Occupational Title and	Code)
to be sent to t	he offices of	of your choice.		5-7	(secupational The and	ouc,
COMMENTS:	Please in	dicate below the	action taker	n by your off	ice.	(signature)	* * * *
						DATE	
The above req	juest has b	een reviewed an	d action tak	en as indica	ted bel	ow:	
,	ACCEPTE	DLoca	ntion(s) to w	hich extend:			
i	REJECTE	Reas	son for Reje	ection:			
	COMMENT						
Number of add	litional copi	es required.					
						(signature)	

Agricultural and Food Processing Clears. Order Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor Employment and Training Administration val No. 1205-0134. Expires 08/31/2009

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	O.W.B. Approvar No. 1205-0134, Expires 08/31/2009				
Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)	Industry Code Lódigo de Industria Job Order # / No. Orden de Empleo				
R. Hart Hudson Farms Phone 434-689-2326 338 Tobacco Lane,	Occupational Title and Code /Titulo Ocupacional y Código				
South Hill, VA 23970	Clearance Order Issue Date / Fecha de Tramite:				
	11/15/2007				
2. Location and Direction to Work Site / Dirección del lugar de trabajo	Job Order Expiration Date / Fecha de expiración:				
Location: 338Tobacco Lane, South Hill, VA 23970 Directions from So. Hill, take So. Hill Ave. from US/1 (Danville St), follow So. Hill Ave. to State Rd. 903 (Goodes Ferry Rd.) approximately (3) miles, turn right	6.Anticipated Period of Employment / Periodo Anticipado de Empleo				
onto State Rd. 773 (Tobacco Lane). Go to Sign "R. Hart Hudson Farms" on the right. Office is located at the back of the house	From/ Desde: <u>01-03-08</u> To / Hasta <u>11-01-08</u>				
	7. No. of Worker's Requested / No. de Trabajadores Pedidos 15				
(see attachment / para más detalles vea)					
Location and Description of Housing / Dirección y Descripción de la Vivienda	Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 40				
Location: 338 Tobacco Ln., So. Hill, VA 23970. Miles creek Camp- Capacity 35, barracks type,wood and block building. Home camp -Capacity 16, barracks type, wood and block building. Type of family, single	Sunday / Domingo Wednesday / Miercoles 8				
non\married. Gas heat, electricity and housing supplied at no cost to worker who is unable to return to	Monday / Lunes 8 Thursday / Jueves 8 Tuesday / Martes 8 Friday / Viernes 8				
their place of residence the same day. Housing will be clean and in compliance with ETACFR 564 Housing Standards. Worker will be responsible for maintaingin housing in a neat and clean manner.	Saturday / Sabado 9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:				
Reasonable repair cost of damage other than normal wear and tear will be deducted from earnings of workers who are found responsible for damage to housing and furnishings. (see Item 1, block 3, page 1)	Employer / El Empleador Yes 🖾 No 🗍				
(see attachment / para más detalles vea 1)	Local Office/Oficina Local Yes ☐ No ☒				
 Board Arrangements / Arreglo de Alojamiento Worker will purchase ingredients and prepare own meals. Employer will furnish convenientcooking and kitc 	then facilities so that worker may prepare own meals. Cooking and serving utensils				
are include at no cost to the worker. Employer will provide transportation to assure worker access to stores	where they can purchase groceries.				
Referral Instructions / Instructiones para el Referimiento de Candidatos	(see attachment / para más detalles vea)				
The referral under this job order is to be made to the South Hill office of the Virginia Employment Commission	on utilizing the America's Job Bank for out of state referrals. The address of that				
office is Virginia Employment Commission, P.O. Box 485, 910 Mecklenburg Ave. South Hill, VA 23970 Ph	one (434) 447-8700.				
	(see attachment / para más detalles vea)				
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must	be included inside this box]				
To prepare greenhouses by replacing plastic flooring, cleaning and seeding trays, applying fertilizer and pest fields, bed rows, and plant tobacco. Remove tops and suckers from plants by hand. Mature leaves will be ha	rvested, transported and placed in tobacco barns, when cured, worker will remove				
tobacco and bail, the tobacco will be transported to the warehouse. Worker may be required to work in peni good physical condition, able to stand for long periods of time, considerable stooping and kneeling are requi	ods of light rain and will be provided with rain gear at no cost. Worker should be in				
Worker may be required to work in temperature ranges from slightly below 30 degrees and slightly above 10	00 degrees. Job duties may change back and forth depending upon stages and				
conditions of the crop.					
	(coo ottochmont / nove mán datalles us-				
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH mu	(see attachment / para más detalles vea) ist be included inside this box]				
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11 Wane Rates Special I	Pay Information and De	eductions / Tarifa de Pago, Inform	mación Sohra Page	ne Fenocialae y P		ee attachmer	nt / para má	ás detalles vea	R11111
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay Pagos Especial	(bonus, etc.)	Deductions / Deducciónes	YES SI	NO	Pay Pe	
Tobacco	\$ 9.02	\$ N/A	N/A	00 (2010, 002)	Social	X	 	Weekly / Semanal	, ago
	\$	\$			Federal Tax Impuestos Federales	x			Х
	\$	\$			State Tax Impuestos Estatales	х		Bi-weekly / cada 2 sem.	
	\$	\$			Meals (comidas)		х		
	\$	\$			Other (specify)/ Otro		х	Other / Otro	
the current AEWR at the ti	me is a prevailing hour ements / Arreglos de Ti vance transportation o	orkers. In the event th U.S. Departy wge that is higher than thre AE ransportación (Please explain) r subsistence pay from place of restion of 50% of the work contract	EWR. (see Item 2	2, block 11, page	2)	(see attac	hment / pa	ra más detalles	s vea _2'
worker , without intervening employer as a result of an the RA certifies or as a result of an the RA certifies or as a result.	g employment will com Act of God (an Act of ult of mutual agreemen	e to work for the employer. In ad God shall mean any frost, hail, st nt by worker and employer shall b Contractors (FLC) to recruit, sup- ar, transportar, dar vivienda, 6 pa	ddition, those work tones, flood or natu be reimbursed the s pervise, transport, h	ers paying such ti iral calamity of su same. (see item	ransportation and subsis ch character as to make 3, block 12, page 3.)	tenceexpense further fulfillm (see atta- activity(ies)?	es and who nent of this chment / pa Es la costu	are terminiatec contract possib ara más detalle	d by the ble), and s vea 3)
have checked yes, what is	the FLC wage for eac	h activity?/Si contesto "Sí," cual e	es el salario que le	paga al Contratis	sta Agricola para cada ad	tividad?			,oa
Workers' compensation	4. Unemployment Insurance provided / Seguro por Desempleo: 5. Workers' compensation insurance provided / Indemnización por accidente de trabajo: 6. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? 7								
17. List any arrangements arrangements, enter "None ventas hechas a los trabaja None	which have been made ")/Indique todo acuerd dores. (Si no hay ning	e with establishment owners or ag o o convenio con los propietarios ún acuerdo o convenio, indique "	gents for the paym s del establecimien "Ninguno")	ent of a commiss to o sus represer	ion or other benefits for s ntantes con respecto al p	sales made to ago de una c	workers. (omisión u d	(If there are no otros beneficios	por
18. List any strike, work sto Enumere todo huelga, paro None	ppage, slowdown, or ir o interrupción de las o	nterruption of operation by the emoperaciones por parte de los emp	nployees at the pla pleados en el lugar	ce where the wor de empleo. (Si n	rkers will be employed. (o hay, indique "Ninguno"	If there are no ')	such incid	dents, enter "No	ne")/
19. Address of Order Holdir se Radicó la Oferta (incluya Virginia Employment Comm P O Box 485 910 North Mecklenburg Ave South Hill, VA 23970	número de teléfono) nission	phone number)/Dirección de la O Phone 434-447-8700	(al Office Representative (e de la Oficina Local (Inc Phone		de telefond		lombre
A F						*******			
 Employer's Certification: Certificacion del Empleador Employer's Signature & Title R. Hart Hudson Owner/Pre 	: Esta orden de trabajo e/ Firma y Título del Er	es the actual terms and condition describe los términos y condicio npleador	ns of the employments de trabajo y c	ent being offered ontiene todos los	by me and contains all tr materials, terminus, y co	ne material te indiciones of	rms and co ecidos.	nditions of the	ob.

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requrements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

ATTACHMENT 1 ITEM 2 BLOCK # 11 Page 2

WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS

The employer guarantees to offer employment for a minimum of three quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first workday after workers' arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Payroll periods will be weekly.

The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need by notifying the Local Office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System \$9.02 per hour for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work and pay will be \$9.02 per hour preparing barns, drainage of fields, preparing land for planting and other work related to growing tobacco and operating a farm. If worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above-mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes (X) Advances () Meals () Willful destruction of property (X)

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak tobacco harvest but not required. This requirement pertains to both alien and U.S. workers (as per instructions in H2A Program Information Booklet.)

TRANSPORTATION:

All payment aforesaid shall be due on a day no later than the first day subsequent to the completion of the minimum employment period. In case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from place of employment to the place of recruitment, except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of recruitment. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

OTHER CONDITIONS OF EMPLOYMENT:

<u>Termination:</u> The employer may terminate the worker with notification to the Employment Service Local Office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable cost of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

<u>Training:</u> The only work standards required of any alien or U.S. worker will be after a three (3) day training period each worker possess the physical capabilities to work in the production of tobacco.

<u>Injuries:</u> Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted.

<u>Tools, Supplies and Equipment:</u> Employer will provide without charge all tools, supplies and equipment to the worker.

<u>Employer Obligation if Employment is Extended:</u> No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: Employer will expeditiously notify the Order Holding Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or weather conditions, over recruitment or other factors have changed the terms and conditions of employment.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of CFR 653.107,20 CFR 653.501 and 20 CFR655.103.

Work Agreement: The employer will provide a copy of the contract or Job Clearance Order to the worker no later than the day the work commences.

<u>Wage Statements:</u> Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. All deductions will be itemized.

Other: Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals nineteen (19) workers.

REQUEST FOR CONDITIONAL ENTRY INTO CLEARANCE SYSTEM

I, R. Hart Hudson, hereby request permission for conditional entry into the intrastate/interstate Clearance System so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

As a condition to placing my order into Clearance System, I certify that thirty (30) days prior to occupancy my housing will meet standards of the U. S. Department of Labor. I also authorize representatives of the Virginia Employment Service, the Virginia Health Department and/or the U. S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by January 3, 2008

R. Hart Hudson, Employer

Date: October 26, 2007

Agency Virginia EMPLOY MENT Comm	M Agencia Estatal Vo. Employment Commis				
MMARY OF EMPLOYMENT CONDITIONS ECIFIED ON JOB ORDER	SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO				
Order Number: 7103910	1. Numero de la Orden: 7/0 39/0				
1. Name of Employer: R. Hart Hunson Them	2. Nombre del Empleador: R HART HUDSIN FARM				
3. Location of Employer and Directions: 338 Tobacco lane 5H to U.S. #1 to left in Goodes Ferr 903) to Right on 773 office behind houre	3. Lugar y Direccion del Empleador:				
Period of Employment: From <u>1-3-08</u> To <u>11-1-08</u>	4. Periodo de Empleo: Del _/-3-08 Al//-/-08				
Work Schedule: Hours per day 8 Days per week 5/2	5. Horario del Trabajo: Horas por dia Numero de dias por semana 5 /2				
Crop and Pay: Estimated Hourly Unit of Piece Hourly op Wage Production Rate Wage bacco 902	6. Cosecha y Pago: Sueldo por Unidad de Pago por Cosecha Hora Produccion unidad 40000000000000000000000000000000000				
	Calculo Anticipado del Sueldo por Hora				
ius:	Pago Adicional:				
Vork tasks to be performed: 3gular: PREPARE PLANT + PREPARE 1ELDS FOR PLANTING 1APVEST TOBACCO HAND	7. Labores a desempenar en el trabajo: Normales: PREPARAR AS CAMAS, LA TERRA PLANTAR, CULTIVAY, Y PISCAY EL JOBACCO E MANO				
ernate tasks and pay during first week in case of p delay (see item 12) EPPER FIELDS -1 barns Moving States From FIELDS PAIRING LENCES - OTHER CLOCKED - LENCES - OTHER	Labores alternativas y pago por la primera semana en caso de demora en la cosecha (vease punto numbero 12): PERPARAR LA TERRA, LA GRANA LUMPIAR LA LABOR, MANTENER LA CERCA Y (MA ANIX OFRE				

8. Transportation provided: yes [X no []	8. Transportacion Proveida: si [no []
9. Housing can accomodate number of	9. Viviendas disponibles para persona
people individual [X] family []	individuos []
10. Meals: Provided: yes[] no[]	10. Comidas Proveidas: si [] no M.
If yes: Cost per day	Si son proveidas, el costo por dia sera
Workers must do their own cooking	Los trabajadoras tienen que cocinar sus comidas
yes [Xi no []	si [no []
11. Deductions:	11. Deducciones:
Type Amount	<u>Clase</u> <u>Cantidad</u>
Social Security YES	Seguro Social
Income Tax YES	Impuestos Sobre Ingresos
Meals No	Comidas
Transportation	Transportacion
Tools & Equipment	Herramientas y Maquinarias
Crewleaders charges	Sumas Cobradas por el Contrastista de Trabajedores Agricolas
12. NOTES TO WORKER	12. NOTAS PARA EL TRABAJADOR
A copy of the full job order is available for inspection in this office.	Una copia de la orden completa esta dispon en esta officina gara su inspeccion.
The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by \(\frac{12 - 20 - 0 7}{2} \). In order for you to be eligible for this guarantee, you must contact the Job Service office at \[\begin{align*} \text{Virginia Employment Commission} \\ \text{910 N. Mocklenburg Avenue} \\ \text{PO Box 485} \\ \text{South Hill, VA 23970} \\ \text{Phone: 434-447-8700} \\ \text{Fax: 434-447-5842} \] during the period of \(\frac{12 - 2 2 - 0 7}{2} \) \(\frac{12 - 2 7 - 0 7}{2} \)	El empleador ha garantinado al pago por su primera semana de empleo, a menos que el notifique al Servicio de Empleos que la fec de comenzar a trabajar sera atrasada, y 'que tal notificacion sea a mas tardar el 12-20-07 . Para que Ud. pueda ten derecho a esta garantia de pago, tendra que comunicarse cen la Officina del Servicio de Empleos en el Virginia Employment Commission 910 N. Mecklenburg Avenue PO Box 485 South Hill, VA 23970 Phone: 434-447-8700 Fax: 434-447-5842 durante el periodo del 12-22-07 al 12-27-07
any Job Service office will assist you in doing this.	Cualquier Oficina del Servicio de Empleos le asistira en

hacarlo.

COMMUNITY SERVICES

MECKLENBURG COUNTY HEALTH DEPARTMENT

Boydton, VA 23917

Telephone: (434)738-6545

(434) 447-7636 – South Hill Residents Toll Free

1. Protection: Environmental control of water, sewage, milk, rodents and

vector control.

2. Prevention: Immunization, investigation of communicable disease, food

poisoning, tuberculosis, venereal disease control

Home Health 3.

Services:

Visiting nurse services

4. Clinic: X-ray, prenatal, immunization, pre-school clinics

DEPARTMENT OF SOCIAL SERVICES

Boydton, VA

Telephone:

(434) 738-6138

South Hill Residents Toll Free

(434 447-7636

EMERGENCY SERVICES

Southside Rescue Squad

South Hill, VA

Telephone: (434) 447-3226

FIRE DEPARTMENT

South Hill Fire Department

South Hill, VA

Telephone: (434) 447-3226

SHERIFF

Mecklenburg County Sheriff's Department – Emergency Only

Danny Fox, Sheriff

Boydton, VA

Telephone:

Emergency Only

(434) 738-6171

Non Emergency -South Hill Residents Toll Free

(434) 447-7636

VIRGINIA STATE POLICE

Highway 1, North, South Hill, VA

Telephone: (434) 447-4121

125 Buena Vista Circle

South Hill, VA 23970

Toll Free: 800-553-3134

Provides inpatient and outpatient emergency Care, emergency room service, surgery and

COMMUNITY MEMORIAL HOSPITAL

Intensive care unit

THE VIRGINIA JUSTICE CENTER FOR FARM AND IMMIGRANT

WORKERS

Tim Freilich – Managing Attorney 1000 Preston Avenue, Suite A Charlottesville, VA 22903

Phone 434-977-0553

Fax

434-977-0558

Toll-free 800-578-8111

International 1-800-892-1751